

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TRUSTEES OF THE BRICKLAYERS
AND ALLIED CRAFTSMEN LOCAL 56
FRINGE BENEFIT FUND,

Plaintiffs,

V.

A-TECH STUCCO EIFS CO.,
AN ILLINOIS CORPORATION, AND
JOHN BAGJAS, INDIVIDUALLY,

Defendant.

Case No. 08 C 2245

Judge Lefkow

Magistrate Judge Ashman

MOTION FOR ORDER OF DEFAULT AND JUDGMENT IN SUM CERTAIN

Plaintiffs, by one of their attorneys, DONALD D. SCHWARTZ and ARNOLD AND KADJAN, pursuant to F.R.C.P. 55, respectfully request this Honorable Court to enter an Order of Default as to liability and Judgment in favor of Plaintiffs and against Defendant, A-TECH STUCCO EIFS CO., AN ILLINOIS CORPORATION, AND JOHN BAGJAS, INDIVIDUALLY.

In support thereof, Plaintiffs state:

1. This case was filed on April 18, 2008.
2. Defendants were served with Summons and Complaint on May 1, 2008.
3. In excess of 20 days have expired since Service of Process, however, Defendants have failed to file an answer or otherwise plead.
4. Per the affidavit of Olga Kane, Defendants owe \$143,981.69 for not making payment on the Installment Note. (Exhibit A)
5. Per the affidavit of Donald Schwartz, attorney for Plaintiffs in legal fees and

expenses \$1,300.00 has been incurred in this suit. (Exhibit B)

WHEREFORE, Plaintiffs pray for:

1. An Order of Default against the Defendants.
2. Judgment be rendered in the amount of \$145,281.69 against A-TECH STUCCO

EIFS CO., AN ILLINOIS CORPORATION, AND JOHN BAGJAS, INDIVIDUALLY.

Respectfully submitted,

**TRUSTEES OF BRICKLAYERS AND ALLIED
CRAFTSMEN LOCAL 56 FRINGE BENEFIT
FUND**

s/ Donald D. Schwartz
One of their Attorneys

Donald D. Schwartz
ARNOLD AND KADJAN
19 West Jackson Boulevard
Chicago, Illinois 60604
(312) 236-0415

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FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TRUSTEES OF THE BRICKLAYERS)	
AND ALLIED CRAFTSMEN LOCAL 56)	
FRINGE BENEFIT FUND,)	
)	
Plaintiffs,)	Case No. 08 C 2245
)	
v.)	Judge Lefkow
)	
A-TECH STUCCO EIFS CO.,)	Magistrate Judge Ashman
AN ILLINOIS CORPORATION, AND)	
JOHN BAGJAS, INDIVIDUALLY,)	
)	
Defendant.)	

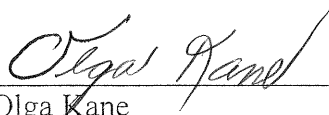
AFFIDAVIT OF OLGA KANE
(Ledger-A-TECH STUCCO EIFS CO.)

I Olga Kane, being first duly sworn on oath, depose and state as follows:

1. I am employed at the law firm of Arnold and Kadjan.
2. One of my duties is to monitor all contractors paying delinquent fringe benefits on Installment Note programs.
3. This process includes receiving and accounting for all note payments thereon and computing a running tally of remaining balances for each contractor.
4. A copy of the Installment Note that A-TECH STUCCO EIFS CO. has been making payments pursuant to are attached hereto as Exhibit 1.
5. The Installment Note is currently in default because the payment of March 15, 2008 was not made.
6. The amount due for Bricklayers Local 56's Note is \$143,981.69. Failure to pay accelerates the full amount due.
7. Affiant is currently not suffering from any infirmities and is competent to testify to the facts set forth herein.

EXHIBIT A

FURTHER AFFIANT SAYETH NOT.

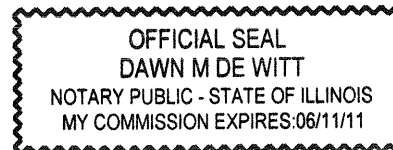


Olga Kane

SUBSCRIBED AND SWORN TO
before me this 14th day of
June, 2008



NOTARY PUBLIC



A-Tech Stucco and EIFS
 29w160 Calumet Avenue
 Warrenville, IL 60555
 630-779-5528
 John Bagjas

5082-69

Bricklayers 56

DDS

Owe: Principal \$180,424.23 Interest \$12,100.00 Total Due \$192,524.23

\$192,524.23

DUE DATE	AMT. DUE	DATE REC.	AMT REC'D	CHECK #	BALANCE
12/20/2007	\$18,000.00	12/20/2007	18,000.00	to the fund	\$174,524.23
1/15/2008	\$24,524.54	1/15/2008	25,542.54	to the fund	148,981.69
2/15/2008	\$5,000.00	2/18/2008	5,000.00	to the fund	143,981.69
3/15/2008	\$5,000.00				143,981.69
4/15/2008	\$5,000.00				143,981.69
5/15/2008	\$5,000.00				143,981.69
6/15/2008	\$5,000.00				143,981.69
7/15/2008	\$5,000.00				143,981.69
8/15/2008	\$5,000.00				143,981.69
9/15/2008	\$5,000.00				143,981.69
10/15/2008	\$5,000.00				143,981.69
11/15/2008	\$5,000.00				143,981.69
12/15/2008	\$5,000.00				143,981.69
1/15/2009	\$5,000.00				143,981.69
2/15/2009	\$5,000.00				143,981.69
3/15/2009	\$5,000.00				143,981.69
4/15/2009	\$5,000.00				143,981.69
5/15/2009	\$5,000.00				143,981.69
6/15/2009	\$5,000.00				143,981.69
7/15/2009	\$5,000.00				143,981.69
8/15/2009	\$5,000.00				143,981.69
9/15/2009	\$5,000.00				143,981.69
10/15/2009	\$5,000.00				143,981.69
11/15/2009	\$5,000.00				143,981.69
12/15/2009	\$5,000.00				143,981.69
1/15/2010	\$5,000.00				143,981.69

INSTALLMENT NOTE

\$192,524.23

December 19, 2007

For Value Received, the undersigned promises to pay to the order of _____
BRICKLAYERS LOCAL #56 PENSION and WELFARE FUNDS the principal sum of
ONE HUNDRED EIGHTY THOUSAND FOUR HUNDRED TWENTY FOUR and 23/100 (\$180,424.23) DOLLARS

Payable in installments as follows:

EIGHTEEN THOUSAND AND 00/100 (\$18,000.00) Dollars
 on the 20TH day of DECEMBER 2007
TWENTY FIVE THOUSAND FIVE HUNDRED TWENTY FOUR AND 54/100 (\$25,524.54) Dollars
 on the 15TH day of JANUARY 2008
FIVE THOUSAND AND 00/100 (\$5,000.00) Dollars
 on the 15TH day of each month beginning on the 15TH day of FEBRUARY 2008
 for 28 month(s) succeeding, and a final payment of _____
FIVE THOUSAND AND 00/100 (\$5,000.00) Dollars
 on the 15th day JULY 2010 with interest on the balance of principal remaining from time to time unpaid at the rate of
10% per cent per annum, payable on the due dates for installments of principal as aforesaid.

All payments on account of the indebtedness represented by this Note shall be applied first to accrued and unpaid interest and the remainder to principal. Any installments of principal not paid when due shall bear interest after maturity at the rate of 18 per cent per annum. Payments of both principal and interest shall be made at ARNOLD AND KADJAN, 19 WEST JACKSON BOULEVARD, CHICAGO, IL 60604-3958 or such other place as the legal holder hereof may from time to time in writing appoint.

The payment of this Note is secured by a Security Agreement in the nature of a chattel mortgage, bearing even date herewith, from the undersigned to _____
 on personal property _____
 in the County of _____, Illinois. The undersigned's residence (chief place of business) is at _____
 _____, Illinois.

At the election of the payee or legal holder hereof and without notice, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid in case of default in the payment, when due, of any installment of principal or interest, or any portion thereof, in accordance with the terms hereof or in case of default as defined in said Security Agreement. In the event of default, the payee or legal holder hereof shall be entitled to reasonable costs of collection, including reasonable attorney's fees.

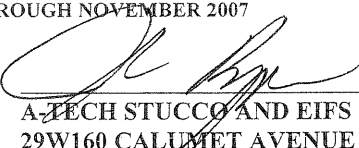
The undersigned hereby authorizes, irrevocably, any attorney of any court of record to appear for the undersigned in such court, in term time or vacation, at any time after default in the payment of any installment of the principal hereof, and confess judgment without process in favor of the payee or holder of this Note for such amount as may appear to be unpaid thereon, together with reasonable costs of collection including reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

If this Note is signed by more than one person or entity, the obligations and authorizations hereunder shall be joint and several.

All parties hereto severally waive presentment for payment, notice of dishonor and protest.

RESOLUTION OF REPORTS FOR AUGUST 2007 THROUGH NOVEMBER 2007


 JOHN BAGJAS, INDIVIDUALLY


 A-TECH STUCCO AND EIFS
 29W160 CALUMET AVENUE
 WARRENVILLE, ILLINOIS 60555
 630-779-5528 (phone)

The maker of this Note acknowledges the above indebtedness represents fringe benefit contributions and other costs and charges due and owing pursuant to applicable provisions of the Employee Retirement Income and Security Act, 29 U.S.C. 1145.

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

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Case No. 08 C 2245

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Judge Lefkow

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AN ILLINOIS CORPORATION, AND
JOHN BAGJAS, INDIVIDUALLY,

Magistrate Judge Ashman

(

AFFIDAVIT

Donald D. Schwartz, upon being first duly sworn, on oath deposes and states:

1. Affiant is partner in the Law Firm Arnold & Kadjan handling this case.
2. Our firm has spent 5 hours in litigation in this matter.
3. Our normal rate is \$175.00 per hour.
4. Our firm charged the TRUSTEES OF THE BRICKLAYERS AND ALLIED TSMEN LOCAL 56 FRINGE BENEFIT FUND \$875.00 in this matter.
5. Our firm charged \$350.00 for court filing fee and \$75.00 process fee.
6. Affiant is not currently suffering any infirmities and is competent to testify to all the foregoing.

EXHIBIT B

FURTHER AFFIANT SAYETH NOT.


DONALD SCHWARTZ

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Magistrate Judge Ashman

JUDGMENT ORDER

THIS CAUSE coming on to be heard on Plaintiffs' Motion for Order of Default and Judgment in Sum Certain, all parties having been given due notice;

IT IS HEREBY ORDERED:

1. Judgment in the amount of 145,281.69 is entered in favor of Plaintiffs, and against the Defendant, A-TECH STUCCO EIFS CO., AN ILLINOIS CORPORATION, AND JOHN BAGJAS, INDIVIDUALLY.

2. This is a final and appealable order.

DATED: _____

ENTER:

HONORABLE JUDGE LEFKOW

Donald D. Schwartz
ARNOLD AND KADJAN
19 West Jackson Boulevard
Chicago, Illinois 60604
(312) 236-0415